

REMARKS/ARGUMENTS

Claims 21-37 are pending in the present application. The Official Action rejects Claims 21-26 under 35 U.S.C. §103(a) as being unpatentable over a Business Travel News article entitled "Megas at a Crossroads" ("Megas") in view of articles relating to EventSource (retrieved from the wayback machine on June 7, 2005 for any linkage of January 31, 1998) ("EventSource").

Independent Claims 21-26 have been amended in order to more patentably distinguish the cited references. In light of the amendments and subsequent remarks, Applicants respectfully request reconsideration and allowance of the claims.

Megas states, in the context of prospective business plans for American Express, that "the agency has developed a PC-based product that optimizes site selection by looking at attendees' points of origin, the land arrangements and the meal costs, and then producing a list of options for meeting sites ranked by cost" (Megas, page 2). The Eventsource articles disclose corporate event and meeting planning, and using a Book It! feature, users are able to input the number of attendants, meeting budget, amenities, desired room rate, A/V and Internet needs, and food and beverage requirements. Eventsource is limited to making accommodations at a hotel for group events or meetings.

In the Response to Arguments, the Examiner finds that it is the combination of Megas and EventSource that discloses the claimed invention. In particular, the Examiner believes that although Megas fails to disclose an all-inclusive cost including costs associated with at least travel and lodging, the Examiner finds that EventSource discloses this particular recitation. Moreover, the Examiner rejects Applicants' previous argument that the RFP's disclosed in EventSource do not disclose an all-inclusive cost because "it is implied that when [a] request [for] a proposal/bid on any type of activity that will cost a business money that as common a practice a[n] estimated cost is given to the requester in order to make a fully educated decision on what location will best suit their needs including their budge[t]."

Applicants initially submit that there is no teaching or suggestion to combine Megas with EventSource. "Any analogous or pertinent prior art plays a role in the determination of the patentability of the claims at the time of invention." *Beckson Marine, Inc. v. NFM, Inc.*, 292

F.3d 718, 726 (Fed. Cir. 2002). In order to properly combine references, a teaching or motivation to combine the references is essential. *In re Fine*, 337 F.2d 1071, 1075 (Fed. Cir. 1988). In fact, the Court of Appeals for the Federal Circuit has stated that, “[c]ombining prior art references without evidence of such a suggestion, teaching, or motivation simply takes the inventor’s disclosure as a blueprint for piecing together the prior art to defeat patentability -- the essence of hindsight.” *In re Dembiczak*, 175 F.3d 994 (Fed. Cir. 1999). Although the evidence of a suggestion, teaching, or motivation to combine the references commonly comes from the prior art references themselves, the suggestion, teaching, or motivation can come from the knowledge of one of ordinary skill in the art or the nature of the problem to be solved. *Id.* In any event, the showing must be clear and particular and “[b]road conclusory statements regarding the teaching effect of multiple references, standing alone, are not ‘evidence.’” *Id.*

Applicants submit that the requisite suggestion or motivation to combine Megas with EventSource is lacking. In this regard, Megas is directed to ranking meeting sites by cost in order to optimize site selection, which includes looking at attendees’ points of origin. In contrast, EventSource is directed to obtaining responses from hotels and facilities as a result of a RFP submission. Unlike Megas, which discloses using costs to rank the meeting facilities, there is no indication that EventSource obtains cost information to facilitate ranking of the meeting sites. In addition, Megas considers attendees points of origin, while EventSource simply considers the number of attendees that will be in attendance at the proposed event. As such, EventSource does not teach or suggest the consideration of costs associated with the needs of each attendee (e.g., travel). EventSource only discloses RFPs that request information on a general level that simply does not teach or suggest the capability of providing costs associated with each attendee in order to provide useful cost information for each meeting site. Therefore, Applicants submit that there is no teaching or suggestion to combine Megas and EventSource.

Applicants have amended independent Claims 21, 22, and 24 to recite that calculating the all-inclusive cost comprises determining a mode of travel that should be employed by each attendee. For instance, the present application discloses that the travel mode, such as driving or flying, may be determined based on the distance to be traveled by each attendee (see page 20, lines 19-20).

Thus, even assuming that Megas and EventSource may be combined, neither Megas nor EventSource, taken alone or in combination, discloses determining a mode of travel that should be employed by each attendee, as recited by independent Claims 21, 22, and 24. In contrast, Megas only discloses that site selection is optimized by analyzing attendees' points of origin, but does not otherwise disclose the determination of a particular mode of travel for each attendee. EventSource shares similar shortcomings, as EventSource only discloses the integration of separate tools for obtaining information on hotels/venues and booking travel reservations. Thus, EventSource only discloses that travel reservations may be made rather than the selection of a particular mode of travel based on each attendee's originating location.

Applicants have also amended independent Claims 23, 25, and 26 to recite that calculating the all-inclusive cost calculation comprises calculating costs associated with at least travel and lodging based on a distance to be traveled by each attendee. For example, an attendee may not need travel or lodging accommodations if the attendee lives within a predetermined distance from a desired meeting facility. Or, an attendee could be given an extra night's lodging based on a distance to be traveled by the attendee.

In contrast, neither Megas nor EventSource, taken alone or in combination, discloses calculating costs for travel and lodging based on a distance to be traveled by each attendee. In fact, the Examiner acknowledges that Megas does not disclose calculating costs for travel and lodging at all. Moreover, EventSource does not disclose that the distance to be traveled is employed to determine costs associated with travel and lodging for each attendee. Namely, EventSource does not even disclose that the potential attendees are even identified using the BookIt! feature, either by name or originating location, such that a determination of distance to be traveled could not be determined. Moreover, the Biztravel.com aspect of EventSource only discloses the ability to make online airline, hotel, and car reservations; there is no teaching or suggestion that a distance to be traveled by each attendee is considered in determining the costs associated with travel and lodging. Although Megas discloses that points of origin of the attendees are considered, there is no teaching or suggestion within Megas or EventSource that a distance to be traveled is used to determine costs associated with at least travel and lodging, which is unlike the claimed invention.

Applicants further submit that EventSource does not disclose calculating all-inclusive costs including travel and lodging. In this regard, EventSource simply allows planners to input an RFP to hotels and facilities that includes meeting space requirements, such as number of rooms, number of people, room size, and room setup. There is no indication that EventSource provides the cost for travel and lodging. In contrast, EventSource discloses that planners may submit an RFP that includes a meeting budget and desired sleeping room rate with no indication that the planner will receive an all-inclusive cost based on each of the requirements specified by the planner in the RFP. Instead, the meeting space requirements submitted with the RFP seem intended to insure that the facility is sufficiently large, but does not teach or suggest factoring in any type of travel and lodging costs into an all-inclusive cost. Thus, even if Megas and EventSource were combined, the combination would fail to teach or suggest independent Claims 21-26 since each reference fails to teach or suggest determining an all-inclusive cost that includes travel and lodging costs.

As a result, Applicants submit that the rejections of independent Claims 21-26 under 35 U.S.C. §103(a) are overcome, as neither Megas nor EventSource, taken individually or in combination, discloses determining a mode of travel that should be employed by each attendee, as recited by independent Claims 21, 22, and 24, or calculating costs associated with at least travel and lodging based on a distance to be traveled by each attendee, as recited by independent Claims 23, 25, and 26. Because the dependent claims include each of the recitations of independent Claims 21-26, Applicants submit that each of the dependent claims is distinguishable from the cited references.

Appl. No.: 09/991,883
Amdt. dated August 7, 2006
Reply to Office Action of April 7, 2006

CONCLUSION

In view of the amendments and remarks presented above, it is respectfully submitted that all of the present claims of the present application are in condition for immediate allowance. It is therefore respectfully requested that a Notice of Allowance be issued. The Examiner is encouraged to contact Applicant's undersigned attorney to resolve any remaining issues in order to expedite examination of the present application.

It is not believed that extensions of time or fees for net addition of claims are required, beyond those that may otherwise be provided for in documents accompanying this paper. However, in the event that additional extensions of time are necessary to allow consideration of this paper, such extensions are hereby petitioned under 37 CFR § 1.136(a), and any fee required therefore (including fees for net addition of claims) is hereby authorized to be charged to Deposit Account No. 16-0605.

Respectfully submitted,



Trent A. Kirk
Registration No. 54,223

Customer No. 00826
ALSTON & BIRD LLP
Bank of America Plaza
101 South Tryon Street, Suite 4000
Charlotte, NC 28280-4000
Tel Charlotte Office (704) 444-1000
Fax Charlotte Office (704) 444-1111

ELECTRONICALLY FILED USING THE EFS-WEB ELECTRONIC FILING SYSTEM OF THE UNITED STATES PATENT & TRADEMARK OFFICE ON August 7, 2006.